

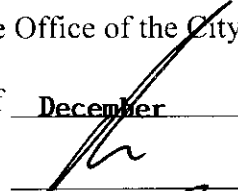
RESOLUTION NO. 07-149

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA RATIFYING AND APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE HIALEAH CIVIL SERVICE EMPLOYEES ASSOCIATION, AFSCME LOCAL 161, AND THE CITY OF HIALEAH, FLORIDA FOR A PERIOD FROM THE DATE OF THE CITY'S APPROVAL OF THE RATIFIED AGREEMENT THROUGH SEPTEMBER 30, 2009, SUBJECT TO SPECIFIC TERMS AND IMPLEMENTATION SCHEDULE PROVIDED IN THE AGREEMENT, A COPY OF WHICH WILL BE ON FILE IN THE OFFICE OF THE CITY CLERK.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The Mayor and the City Council of the City of Hialeah, Florida hereby ratify and approve the Collective Bargaining Agreement between the Hialeah Civil Service Employees Association-AFSCME, Local 161, and the City of Hialeah, Florida for a period from the date of the City's approval of the ratified agreement through September 30, 2009, subject to specific terms and implementation schedule provided in the agreement, a copy of which will be on file in the Office of the City Clerk.


PASSED AND ADOPTED this 11th day of December, 2007.



Esteban Bovo
Council President

Attest:

Approved on this 12 day of December, 2007.



Rafael E. Granado, City Clerk



Mayor Julio Robaina

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney


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Resolution was adopted by a unanimous vote with Councilmembers Bovo, Caragol, Casals-Muñoz, García-Martínez, González, Hernández, and Yedra voting "Yes".

**CITY OF HIALEAH
CITY ATTORNEY'S OFFICE**

MEMORANDUM

TO: Mayor Julio Robaina, and
Members of the Hialeah City Council

FROM: William M. Grodnick, City Attorney 

DATE: December 11, 2007

RE: Ratification of AFSCME contract

On December 10, 2007, the bargaining unit members, as represented the Hialeah Civil Service Employees Association-AFSCME Local 161 ("Union"), voted to approve the negotiated changes for a two-year Collective Bargaining Agreement, commencing from date of ratification and acceptance by the City Council through September 30, 2009.

The following is a summary of the changes to the proposed Collective Bargaining Agreement that is subject to City Council approval:

**SUMMARY OF CHANGES TO THE
AFSCME COLLECTIVE BARGAINING AGREEMENT**

Retroactive to October 1, 2007, there will be a 3% salary increase for all general employees for the first year of the contract (October 1, 2007-September 30, 2008), and 3% for the second year (October 1, 2008-September 30, 2009).

Article 32: After January 1, 2008, any full time employee who has or is awarded a bachelor's degree, a master's degree or doctorate from an accredited University shall receive a bi-weekly incentive pay of 1% of their base pay.

Article 33: The tool allowance reimbursement will increase from \$200.00 to \$300.00 annually.

Article 37: The vacation schedule for employees working five years with the City will increase from 56.25 hours to 75.00 hours.

Article 38: Effective February 1, 2008, when utilizing in-network providers, benefits will be paid at a 90%/10% co-insurance basis.

In-network co-payment for doctor office visits will increase to \$25/visit and \$35/visit for specialists.

Maximum out-of-pocket for in-network providers will remain at \$3000.00 per calendar year. Maximum out-of-pocket for out-of-network providers will increase to \$6,000.00 per calendar year.

The deductible for out-of-network service will increase to \$750.00 per individual and \$2,250.00 per family.

Effective February 1, 2008, bi-weekly premium shall increase to:

Employee only \$70.00

Employee plus one dependent \$94.00

Employee plus two or more dependents \$104.00

Effective January 1, 2009, bi-weekly premium shall increase to:

Employee only \$75.00

Employee plus one dependent \$99.00

Employee plus two or more dependents \$109.00

The City agrees to increase the current monthly, per employee, alternate insurance contribution to the HMO, up to 3% effective February 1, 2008, and 3% effective January 1, 2009.

Article 47: A new step 15 has been created as a 3% longevity step. Employees, after completing 15 years of civil service, will receive a 3% increase to the base rate of pay.

Article 47: Between Merit Step 13 and 14, the City is reducing the time period in which to obtain a merit step from two years to one year. There will no longer be a two-year wait.

Article 48: Retroactive to October 1, 2007, all part time employees shall receive a \$.25 per hour increase to their hourly rate of pay. Effective October 1, 2008, all part-time employees shall receive an additional \$.25 per hour increase to their hourly rate of pay.

Article 54: The City shall provide a Deferred Retirement Option Program (DROP) to general employees on the same terms and conditions as the firefighters and sworn police officers. If an employee has at least 70 points (combined age and years of service) and 25 years of civil service, the City will allow the employee to retire and still work for the City for up to 3 years. Your retirement benefits will be placed in a separate account earning the same interest that the annuity contribution receives during employment. At the time that an employee enters the DROP, such retirement benefits are placed into the DROP account. The employee will continue to be an active employee with the City and receive your full salary check even though the

employee has retired without having the 7% annuity contribution deducted from your salary. The employee during the DROP pays the active rate of insurance as an employee but has waived city disability retirement benefits.

Retirement Health Insurance:

For new hires as of October 1, 2006, when the new employee retires, the new employee will no longer receive free individual health coverage but will pay the active rate, calculated at the time the employee retires, until the age of 65 at which time the health insurance will be free once again after enrolling in Medicare A and B.

Disability Retirement Benefits:

Same revised benefits that were given to the firefighters and sworn police officers in 2007. All current employees who may in the future receive a disability retirement benefits will continue to get free individual health insurance. With regard to insurance coverage for dependents (spouse and/or children) an employee is provided a choice. If the employee elects to receive 75% of the employee's salary, the employee will pay for dependent coverage at the full premium. If the employee elects to receive 66 2/3% of the employee's salary, the employee will pay the active rate for dependent coverage. Anyone who is severely injured in the line of duty or has contracted AIDS or Hepatitis C subject to certain restrictions, shall receive enhanced benefits that include 75% of the employee's salary with the option to pay the active rate for dependent coverage.

Article 56: The City will pay up to \$50.00 each fiscal year to purchase/replace safety shoes for certain designated positions.

AGREEMENT

HR RC PM 2:03 12/04/07

This Agreement, entered into this _____ day of _____, 2007, by and between the City of Hialeah (hereinafter referred to as the "City"), and the Hialeah Civil Service Employees Association-AFSCME Local 161 (hereinafter referred to as the "Union").

The term of this Agreement shall be the date of ratification by the City Council (INSERT DATE) through September 30, 2009.

This Agreement was ratified and approved by the City Council of the City of Hialeah pursuant to Hialeah, Fla., Resolution _____ (INSERT RESOLUTION NUMBER AND DATE).

ARTICLE 8
TERM OF AGREEMENT

Section 1.

This Agreement, after having been first executed by both parties in accordance with applicable Florida Statutes and PERC regulations, and after having been ratified by both parties in accordance with applicable Florida Statutes and PERC regulations, shall become effective on (ININSERT DATE) , after ratification by both parties, except as provided otherwise herein, and shall continue in full force and effect until 11:59 P.M., September 30, ~~2007~~ 2009.

Section 2.

It shall automatically be renewed from year-to-year thereafter unless either party shall have notified the other in writing not later than April 1st, of year the contract is slated to end, that it desires to modify the Agreement with negotiations to begin not later than May 31st, of said year. Such notification shall include a list of proposals that ~~which~~ shall inform the other party of the items they desire to negotiate. The remainder of the Agreement shall remain in full force and effect and automatically be renewed from year to year.

ARTICLE 11

BULLETIN BOARDS

Section 1.

The City shall provide bulletin board space, which shall be used for the following notices:

- A. Recreation and special affairs of the Union
- B. Union Meetings
- C. Union Elections
- D. Reports on Union Committees
- E. Copy of Union Contract
- F. Union Benefits Programs
- G. Training and Educational Opportunities
- H. Official Union Newspaper

Section 2.

Notices posted on these bulletin boards shall not contain anything reflecting adversely on the City, or any of its officers or employees; nor shall any posted material violate any law, rule or regulations.

Section 3.

The City shall provide a maximum of seventeen (17) ~~thirteen (13)~~ bulletin boards, one (1) each at the following locations:

- | | |
|--|--|
| 1. Fleet Maintenance (employee lounge area) | 9.6. J.F.K. Library |
| 2. Solid Waste | 10.7. Water and Sewer Dept. (office) |
| | 11.8. Water and Sewers Department (Maintenance) |
| 3. City Hall Lounge Area | 12.9. Streets and Public Services Department (Time Clock Area) |
| 4. Police Administration Building | 13.10. Fire Administration Building (3 rd Floor Mailroom) |
| 5. Recreation and Community Services (Time Clock Area) | 14.11. Police Communications Building |

6. Milander Park (Equipment
Room/Staff Area)

7. Goodlet Park (Equipment
Room/Staff Area)

8. Police Substation 4 (Break
Room)

15. Buckydent Park (Equipment
Room/Staff Area)

16. Babcock Park (Equipment
Room/Staff Area)

17. Police Substation 5 (Break
Room)

ARTICLE 24

SICK LEAVE

Section 1.

The parties agree that care and discretion shall be exercised by Management and the Union in order to prevent the abuse of sick leave privileges. Excessive absences on account of trivial indispositions must be discouraged. "Excessive absences" are defined as sick leave usage in excess of sixty (60) hours in a consecutive twelve (12) month period without medical certification that the employee was unable to work, or provide written proof from a medical facility that the employee attempted to obtain an appointment, but was unable to do so. This documentation must be provided within five (5) days of the employee's return to work. After exceeding the sixty (60) hour cap referenced above, discipline appeals will only be permitted when based on discrepancies in the number of hours used or whether the medical documentation was provided, as required. Sick leave used when the City shuts down all or a portion of its operations, or employees are otherwise requested not to report to work, will not be taken into account in calculating excess absences. For the purposes of this Article, the consecutive twelve (12) month period shall commence on October 1, 2007, ~~on the date of ratification of the Collective Bargaining Agreement~~, and continue for a twelve (12) month period, and every consecutive twelve (12) month period thereafter.

Failure to provide documentation will result in the following:

60.1 – 67.5 hours	oral counseling
67.6 – 75.0 hours	written reprimand and removal from voluntary overtime roster [passed over for two (2) overtime opportunities]
75.1 – 82.5 hours	three (3) day suspension
82.6 – 90 hours	ten (10) day suspension
90.1 hours or more	termination

When an employee reached sixty (60) hours of undocumented sick leave which does not include personal sick leave time, they forfeit their right to request the use of personal sick leave for the balance of the calendar year. The use of personal sick leave must be pre-approved.

A. **Progressive Discipline.** Any employee receiving discipline, pursuant to Section 1 above, in consecutive years, shall be subject to having the prior year's discipline carried over for purposes of progression. For example: An employee receiving the second step discipline in one (1) calendar year shall commence the next discipline in a consecutive year at the 3rd offense step. Discipline in a third consecutive year would commence at the 4th step offense, assuming no greater level than a 3rd step offense was reached in the prior year.

B. If discipline is carried over pursuant to paragraph A above resulting in Step 4 discipline, an employee will be required to serve a twenty (20)-day suspension prior to termination.

Section 2.

Permanent Bargaining Unit employees may be allowed to accrue up to one (1) full working day (7 1/2 hours) sick leave per month provided that the employee is in pay status at least fifteen (15) days per month.

Section 3.

Employees in probationary status and/or temporary employees will accrue sick leave in accordance with Section 2. However, no sick leave with pay shall be used during the employee's first ninety (90) working days.

Section 4.

In order to receive sick leave with pay, an employee must take steps to notify his/her immediate supervisor or the person designated by the Department Head to receive such notice of illness within thirty (30) minutes after the time scheduled for the beginning of the employee's daily duties. Notwithstanding the above, employees assigned to Police and Fire Communications shall notify their supervisor or designee at least one (1) hour before their scheduled shift. Employee absences of more than three (3) days shall require medical documentation that the employee was unable to perform their duties, in order for the employee to receive compensation for this absence.

Section 5.

Employees shall be paid upon separation, a percentage of the value of their sick leave bank based upon their total years of service as provided below:

YEARS	PAYOFF PERCENTAGE
0 - 4	0%
4 years + 1 day - 6 years	20%
6 years + 1 day - 8 years	40%
8 years + 1 day - 10 years	60%
10 years + 1 day or more	100%

Employees whose employment has been terminated for cause shall not be entitled to receive any of the value of their sick leave bank.

Section 6.

The total number of hours in an employee's sick leave bank at time of separation shall be multiplied by the employee's hourly rate, at the time of separation and shall be paid out to the employee based upon the appropriate percentage, given the employee's years of service as of the date of separation. For employees hired after December 12, 2000, ~~the date of ratification~~, the hours in the employee's sick bank at time of separation shall be paid at the rate at the time the sick leave was earned and shall be paid out to the employee based upon the appropriate percentage, given the employee's years of service as of the date of separation.

Section 7.

In the event of an employee's permanent disability or death, 100% of their sick leave shall be paid to the employee or their estate, in accordance with the time bank provisions set forth in Section 6.

Section 8.

Leave taken for certain family and medical reasons shall be granted for eligible employees, pursuant to the Family Medical Leave Act of 1993, as amended ("FMLA"), subject to all conditions of the Act.

Section 9.

Any employee who has accumulated at least 450 hours of unused sick leave as of December 31st of the previous year shall be paid fifty percent (50%) of their unused sick leave time over the 450 hours, not to exceed a payout of 300 hours per year. Employees have the option of directing the City to deposit the funds in the employee's Deferred Compensation Account, up to the maximum amount allowed by law.

The City shall pay the employee no later than the Friday after the first payday in September, provided funds are available, as determined by Administration.

ARTICLE 25
LINE OF DUTY INJURIES

Section 1.

An employee who sustains a job connected injury and who has been determined to be entitled to receive benefits in accordance with the applicable City Code provision, shall be carried in full pay status and eligible to receive up to 100% of their salary at the time of the injury, less any money received for Workers' Compensation benefits for a period not to exceed twenty-six (26) weeks.

Section 2.

If the injury renders the employee disabled from performing the employee's duties in the classified service beyond the twenty-six (26) weeks referred to in Section 1, the employee shall receive an amount of money equal to seventy-five percent (75%) of the employee's salary at the time of injury, less any money received for Workers' Compensation or Retirement benefits, for an additional seventy-eight (78) weeks.

Section 3.

An employee who has sustained a job connected injury, has been approved to receive disability retirement benefits from the City of Hialeah Retirement System, and who is unable to perform any work for the City after the seventy-eight (78) week period referenced in Section 2 will be eligible to continue to receive seventy-five percent (75%) of the employee's salary at the time of the injury, less any money received for Workers' Compensation and any benefits derived from the Retirement System, for an indefinite period or time.

Section 4.

All employees, who are receiving benefits for twenty-six (26) weeks past their on-the-job injury (100% of salary) shall continue to earn and accrue full leave credits as long as the employee is carried in pay status under Section 1.

Section 5.

Any employee denied entitlement to disability benefits, pursuant to this Article, shall have the right to grieve such denial under Article 14, Grievance Procedure, of the Collective Bargaining Agreement.

Section 6.

If an employee files a lawsuit against the City regarding the accident giving rise to the disability then the benefits provided in Line of Duty Injuries, Article 25, shall be suspended pending determination of said litigation.

Section 7.

The insurance premium of an employee receiving benefits, pursuant to City Code Section 70-67 (formerly Section 24-14) shall be the same as an active employee, until one hundred and four (104) weeks of benefits are exhausted (initial 26 weeks plus additional 78 weeks). After 104 weeks, employees who have not been accepted/classified permanently and totally disabled, in accordance with requirements of Florida Workers' Compensation Law, shall be responsible for the full cost of health insurance of any dependent coverage.

Section 8.

An employee diagnosed as permanently and totally disabled as a result of an in-line-of-duty accident/injury, who is unable to perform any work for the City, notwithstanding any reasonable accommodations made for that employee's particular disability, or who has been receiving disability benefits for one hundred and four (104) weeks shall be required to submit an application and complete the process, including, but not limited to attending scheduled doctor(s) appointment(s) for disability retirement.

Section 9.

Any employee who fails to comply with the requirement to submit an application and complete the process for disability retirement or any and all other regulations, including but not limited to statutory obligations under the Florida Workers' Compensation Law, including complying with doctor mandated work restrictions, with respect to their job connected injury, shall have the employee's benefits suspended, pursuant to this Article and/or the applicable Code provision, pending compliance. If at the end of the one hundred and four (104) weeks the employee has not complied with the requirements for disability retirement as set forth in Section 8 above, the employee's benefits under this Article will be forfeited.

Section 10.

An employee, who retires from the City on a disability retirement, shall continue to pay the active group health insurance rate for group health insurance coverage (single dependent

and/or family coverage), if the employee desires such coverage, only if the retiree is on a disability retirement for line-of-duty injuries elects to receive a service pension under 70-238 up to a maximum of 66 2/3 percent of the average compensation of three years of membership service that represents three individual years of the highest annual salary to which an annuity contribution has been paid to the Retirement System. An employee, who retires from the City on disability for line-of-duty injuries, who elects to a service pension under 70-238, up to a maximum of 75 percent of the average compensation of three years of membership service that represents three individual years of the highest annual salary, to which an annuity contribution has been paid to the Retirement System, shall pay the full insurance premium for group health insurance coverage (single dependent and/or family coverage), if the employee desires such coverage. In no event will the employee pay more for the health insurance coverage offered pursuant to the union contract, than an employee covered by Section 70-240(e), as amended, pays for health insurance coverage, except as modified by Section 7. Upon being eligible for and enrolling in Medicare Part A and Part B coverage, the City will pay the full cost of the retiree only.

Section 11.

Nothing in this Article prevents the City from making accommodations for employees, who may otherwise be eligible to received disability retirement benefits. The City specifically reserves the right to accommodate any employee who has sustained an injury in the line of duty. Any employee who refuses to accept an accommodation offered to them by the City shall not be entitled to receive disability benefits pursuant to the City Code. Nothing in this section notwithstanding, no employee shall have the asserted right to continue in light duty status.

ARTICLE 29
PROMOTIONAL PROCEDURES

Section 1.

It will be the responsibility of the Human Resources Department to notify the President of the Union of any vacancies existing within the classified service, within thirty (30) days of the occurrence of the vacancy, or prior to filling the vacancy, whichever occurs first.

All budgeted vacancies created in the classified service of this City, if they are to be filled, will be filled from a bonafide eligibility list. Said list will have been created by the giving of a test for the position required as specified in the Civil Service Rules and Regulations. If no eligibility list is in effect at the time, an emergency provisional appointment may be made; but a test must be given to fill the position permanently within six (6) months of the time the vacancy occurred.

A credit of five (5) points for any examination open to the general public will be given to any Civil Service, permanent, provisional, temporary or part-time employee who has worked for the City of Hialeah for one year or more, provided such employee first obtains the minimum passing score as established by the Personnel Board for such examination.

A. The employee must take the examination on the employee's own time. However, an employee participating in promotional examinations or open competitive Civil Service examinations for the employee's current position will be granted time off without charge against leave for the time necessary to complete the examination.

B. The City shall post, at the time of the job announcement for promotional examinations, a list of books and/or reference material from which the examination questions will be drawn.

C. The City or applicable Department/Division will provide free copies of any City or Departmental/Divisional policies and/or procedures as reference material, as identified in Section 1(B) above, unless previously issued to the employee.

Section 2. Probationary Period

The probationary period for initial classification will be one (1) year with evaluation every three (3) months. The employee will receive a written evaluation after three (3), six (6),

nine (9) and twelve (12) months, for initial employment, and after three (3), six (6) and nine (9) months for promotional appointment. Said evaluation is to be written by the employee's supervisor with an endorsement by the Department Head. The employee will receive a copy of the evaluation and be given the opportunity to appeal the evaluation to the Mayor.

The probationary period for promotional appointments will be nine (9) months. The employee will be evaluated in the same manner as required for initial classification, however, the nine (9) month evaluation will contain a provision of certifying the affected employee in the reclassified position.

Any Full-Time Temporary employee who has been continuously working full-time for the City for nine (9) months or less immediately prior to receiving an appointment will serve a probationary period of nine (9) months if appointed to a similar classification in the same department. Those working for less than one year as a full-time temporary employee would have a probationary period of one (1) year if not appointed to a similar classification in the same department. The City shall establish competitive examinations for all promotions as required by the City Charter.

An employee on a certified eligibility list, who has not successfully completed the employee's probationary period, applicable training, and time-in-grade of one (1) year, shall not be eligible for appointment. An employee on a certified eligibility list who is not eligible for appointment based on the aforementioned conditions, will be bypassed, thereby rendering the "rule of three" selection process unaffected by this provision. Employees bypassed based upon this section shall not be considered "bypassed" for purposes of Civil Service Rule VIII, Section 3.

Section 2 may be waived based upon reasonably determined operational needs of a department, thereby allowing intradepartmental appointments from a certified eligibility list upon approval by the appointing authority.

ARTICLE 32

TUITION REIMBURSEMENT

The City agrees to provide tuition reimbursement benefits to all certified Civil Service bargaining unit employees under the following conditions and guidelines:

Section 1.

Courses must be taken at an accredited institution of higher learning or through the Board of Public Instruction for Adult Education courses. Reimbursement, however, will be based upon a percentage of the tuition for the a State supported University school in Miami-Dade County, rather than for the various independent institutions. Reimbursement will be paid for courses and course-related labs only.

Section 2.

The employee must be a degree seeking student in the field of Management, or Public Administration, or the degree must be directly related to their position.

Section 3.

The employee must attend classes on the employee's own time.

Section 4.

Reimbursement to the employee will be upon completion of a course with respect to the following reimbursement schedule:

A - 100% Reimbursement

B - 75% Reimbursement

C - 50% Reimbursement

For adult education level certification courses, reimbursement will be at 50% of the tuition cost, payable on proof of satisfactory completion. Grades must be submitted for payment within one (1) month of receipt of grades.

Section 5.

The employee will notify the Department of Human Resources of courses being taken within two (2) weeks of the first day of class.

Section 6.

Said tuition reimbursement program shall apply to programs for Associate in Arts (AA), Associate in Science (AS), Bachelor's degree or Master's degree only. Master's degrees,

however, would be paid at Bachelor's degree tuition rates for the a- State supported University school in Miami-Dade County and the field of study must correspond to Section 2 above.

Section 7.

Upon completion of the approved course work, the employee must submit his semester grade report together with the tuition fee receipt to the Department of Human Resources.

Section 8.

Should an employee receive reimbursement from the City and receive additional funding from a third party so that the total reimbursement exceeds 100% of the employee's actual costs, the employee must reimburse the City all funds that exceed 100% of the actual costs.

Section 9.

Education Incentive Pay – After January 1, 2008, any full-time bargaining unit employee who has or is awarded a bachelor's degree, a master's degree or doctorate, from a college or university accredited by the U.S. Department of Education, shall be paid a biweekly incentive pay of 1% of their base pay. This Education Incentive Pay shall be given only once to an eligible employee (non-cumulative). Acceptable certification of the award of a degree must be provided to the Human Resources Director before the Educational Incentive Pay shall be paid.

ARTICLE 33
TOOL ALLOWANCE

Section 1.

The City will reimburse up to ~~\$200.00~~ \$300.00 ~~per Contract year~~ each fiscal year for the addition and replacement of tools for employees holding the classifications of Mechanic, Carpenters, Plumbers, Electricians, Skilled Craftsmen, and Welder. Reimbursement is to be made upon proof of purchase of tools. To be eligible, an employee must have completed his initial probationary period.

Section 2.

The employees' tools, which are stolen or damaged due to vandalism upon forced entry into the employer's property, will be replaced upon proof of a police report and an itemized list of tools taken.

Section 3.

A basic standard minimum tool list which employees must have to be hired shall be devised for the classification of these employees. A reasonable length of time shall be allowed for any employee to acquire additional tools to meet the basic minimum tool allowance inventory. Employees whose tool inventory does not meet the minimum or drops below the basic minimum tool list inventory, shall not receive a tool allowance. Tools may not be loaned to meet the basic inventory tool list.

Section 4.

The Department Head shall provide a required minimum list of tools for the Classification of these employees.

The affected employees within the above listed classification shall submit an inventory of all their personal tools, including make and model, to their immediate supervisor outside the Bargaining Unit or his designee who will verify the list. Any additional tools purchased through the reimbursement program shall be added to the list. The employee will maintain a copy and a copy will be filed in the Department Office. This list shall be periodically checked and updated. The City shall provide any special tools and be responsible for maintenance and replacement of said special tools when necessary.

ARTICLE 35

HOLIDAYS

Section 1.

There shall be twelve (12) paid holidays for members of the Bargaining Unit. Bargaining Unit employees will recognize holidays under the following schedule:

2007/2008 Schedule

<u>Columbus Day</u>	<u>Monday, October 8, 2007</u>
<u>Veteran's Day</u>	<u>Monday, November 12, 2007</u>
<u>Thanksgiving Day</u>	<u>Thursday, November 22, 2007</u>
<u>Friday After Thanksgiving</u>	<u>Friday, November 23, 2007</u>
<u>Christmas Day</u>	<u>Tuesday, December 25, 2007</u>
<u>New Year's Day</u>	<u>Tuesday, January 1, 2008</u>
<u>Martin Luther King, Jr. Day</u>	<u>Monday, January 21, 2008</u>
<u>President's Day</u>	<u>Monday, February 18, 2008</u>
<u>Memorial Day</u>	<u>Monday, May 26, 2008</u>
<u>Independence Day</u>	<u>Friday, July 4, 2008</u>
<u>Labor Day</u>	<u>Monday, September 1, 2008</u>
<u>Employee's Birthday</u>	<u>To be taken off with mutual consent of employee and Department Head</u>
<u>Personal Sick Leave (2 days)</u>	<u>To be taken from accumulated sick leave with mutual consent of employee and Department Head</u>

2008/2009 Schedule

<u>Columbus Day</u>	<u>Monday, October 13, 2008</u>
<u>Veteran's Day</u>	<u>Tuesday, November 11, 2008</u>
<u>Thanksgiving Day</u>	<u>Thursday, November 27, 2008</u>
<u>Friday After Thanksgiving</u>	<u>Friday, November 28, 2008</u>
<u>Christmas Day</u>	<u>Thursday, December 25, 2008</u>
<u>New Year's Day</u>	<u>Thursday, January 1, 2009</u>

<u>Martin Luther King, Jr. Day</u>	<u>Monday, January 19, 2009</u>
<u>President's Day</u>	<u>Monday, February 16, 2009</u>
<u>Memorial Day</u>	<u>Monday, May 25, 2009</u>
<u>Independence Day</u>	<u>Friday, July 3, 2009</u>
<u>Labor Day</u>	<u>Monday, September 7, 2009</u>
<u>Employee's Birthday</u>	<u>To be taken off with mutual consent of employee and Department Head</u>
<u>Personal Sick Leave (2 days)</u>	<u>To be taken from accumulated sick leave with mutual consent of employee and Department Head</u>

Employees in the Solid Waste Department who do not work on a holiday shall be paid at straight time for the actual normal hours scheduled for that particular day, currently either nine (9) or nine and one-half (9.50) hours.

Section 2.

In the event that one of the above named holidays occurs during the course of an employee's vacation, then the employee's vacation may be extended by one day, or the employee would be given compensatory time at straight time for said day at the employee's option.

Section 3.

In the event that one of the above named holidays occurs while an employee is on sick leave, the employee will receive holiday leave and shall not be charged sick leave for that day.

Section 4.

A holiday will be any day in which an employee begins or would begin his shift during the day recognized as a holiday under Section 1.

Section 5.

Employees performing work on any day of the above holidays, except the Employee's Birthday, shall be paid time and one-half (1 1/2) of their straight hourly rate at the employee's discretion, in addition to the Holiday pay. Employee's Birthday will be compensated at straight time with the employee being given the option of having the day off or receiving compensatory time.

Section 6.

If the City desires to permit the closing of certain departments or divisions on either side of a holiday, the City shall not force the employee to take said day off. However, the Union recognizes the City's right to request the employees to take the day off and to transfer employees that desire to work rather than taking the day off to another Department or Division for the day. The taking off of the day is at the discretion of the employee.

Section 7.

If a holiday falls on an employee's regularly scheduled day off, and the employee does not work at all, on the holiday, during his regularly scheduled hours, the employee shall be permitted to exercise his option as to whether or not he shall be compensated at straight time for the holiday or be given compensatory time for said holiday. For those employees whose compensatory bank is at its maximum, they shall, in all cases, be paid for the holiday.

ARTICLE 37

VACATION

Section 1.

Members of the Bargaining Unit shall be entitled to annual vacation, in accordance with the following schedule:

Completed years of service prior to any January 1st	Hours of Vacation
1, 2, 3, or 4 years	75 hours
5 or 6 years	112 1/2 hours
7 or 8 years	120 hours
9 or 10 years	127 1/2 hours
11 or 12 years	135 hours
13 or 14 years	150 hours
15 or 16 years	157 1/2 hours
17 or 18 years	165 hours
19 or 20 years	172 1/2 hours
21 or more years	187 1/2 hours

For employees hired after December 12, 2000, the vacation schedule shall be the following:

2 – 3 years	37.50 hours
4 – 5 years	56.25 hours
6 – 10 years	75.00 hours
11 – 15 years	112.50 hours
16 + years	150.00 hours

For employees hired after September 30, 2004 ~~ratification of this contract~~, the vacation schedule shall be the following:

1-3 years	37.50 hours
4 –5 years	56.25 hours

5 6-10 years	75.00 hours
11-15 years	112.50 hours
16 + years	150.00 hours

Section 2.

In the event that a death in the family occurs while the employee is on vacation, the employee shall be entitled to death in the family leave as authorized in Article 21 provided the employee notifies the Department of such death prior to the end of his vacation. Time authorized to be charged to death in the family leave under Death in the Family, Article 21, shall not be charged against the employee's vacation time.

Section 3.

Where an illness of three (3) days or more occurs during a vacation an employee may charge this time to sick leave. If an employee is ill for more than three (3) days, and produces a doctor's note to their Department, such time charged to sick leave shall not be charged against the employee's accrued vacation.

Section 4.

All Bargaining Unit employees shall be permitted to continue to accumulate and bank thirty (30) vacation days in accordance with the rules and regulations under which said vacation days had previously been accumulated.

Section 5.

The City will continue its present policy for payment of prepaid vacation checks.

Section 6.

Employees who have accumulated at least fifty (50) days of sick leave as of January 1, shall be permitted to use up to five (5) days of that accumulated sick leave as bonus vacation.

Section 7.

A. Commencing November 1, 1986, each department/division shall post a vacation roster and accept requests for vacations for the following year, which shall be based on seniority within the classification. Vacation roster shall take precedent over requests after said roster has been established. This would preclude an individual with greater seniority bumping an individual on the roster with less seniority. The roster shall remain open for ~~forty (40) days.~~ Vacation shall then be confirmed within ten (10) days after the closing of the roster. In the event

two (2) employees submit requests for vacation on the same date, for the same or substantially similar vacation periods, and the City is unable to honor both requests, the determining factor in awarding the requested vacation shall be the seniority of the employee by job classification.

B. Requests for vacation outside of the vacation roster will be submitted by the employee to the Department or Division Head, a minimum of forty (40) days prior to the commencement of the requested vacation. Therefore, the department shall confirm the employee's vacation request within ten (10) days after receipt of the request. Every attempt will be made by the City to honor the employee's request.

Determining factors in awarding the vacation shall be the respective dates of the requests, i.e., the earlier request to be honored first and the needs of the Department/Division.

C. The forty (40) day time provisions set forth in Section 7 (B) may be waived for a given employee with the agreement of the Department/Division Head and the employee.

D. Confirmed vacation requests will only be subject to cancellation if the department experiences an unforeseeable emergency requiring the attendance of the employee at work. The Mayor shall approve any request to cancel a vacation because of an unforeseeable emergency.

ARTICLE 38
HEALTH INSURANCE PROVISIONS

Section 1. The City offers the following two (2) Options, with regard to Health Insurance to the AFSCME members. Members may elect to enroll in one of the two options as provided herein. Only members electing one of these two (2) options will be enrolled in a term life policy, as provided in Section 3 below.

Option 1. CITY OF HIALEAH SELF-FUNDED GROUP HEALTH PROGRAM

In conjunction with the benefits presently received under the City's Self-Funded Group Health Program, which is incorporated herein by reference, AFSCME members shall receive the following benefits:

- A. Those members participating in the City's Self-Funded Group Health Program, shall be provided with a \$1,000,000 lifetime, group health insurance policy. The overall plan maximum will be replenished at \$10,000 annually.
- B. The City will provide a health benefit program that utilizes a managed care approach, commonly referred to as a preferred provider organization (PPO). This managed health care program will provide the employees with a comprehensive health care network. The provider network will consist of doctors, hospitals and other services, including a prescription drug program, who have agreed to offer medical services to employees at reduced negotiated fees. Maximum plan benefits will be received when the employee uses the participating provider network. Effective January 1, 2005 2008, when utilizing in-network providers, benefits will be paid at a 90% / 10% co-insurance basis. The In-Network co-payment for doctor office visits will increase to ~~\$20.00~~\$25.00/visit and \$35.00 for specialists. In-Network co-insurance for doctor visits will be paid @ 100% of the negotiated charges. ~~;- In-Network hospital deductible will increase remain at to \$100/day (maximum 3 days).~~ Should employees utilize Out-of-Network services, they will be responsible for increased deductibles and co-payments. Prescription drugs will require mandatory generic, if available. The employee co-payment will be based on a three (3) tier program: (1) \$10.00 generic; (2) ~~\$15.00~~ \$30.00 brand, when no generic available; and (3) ~~\$30.00~~ \$50.00 with a formulary for brand name drugs, when no generic available and more than one

(1) brand's available. All mail order prescriptions will receive a three (3) month supply for two (2) times the monthly co-payment.

C. When utilizing Out-of-Network doctors, hospitals or other services, benefits will be paid at 70%/30% co-insurance basis, in accordance with the City of Hialeah's Self-Funded Group Health Program, Summary Plan Description "SPD". References to maximum out-of-pocket expenses for in-network ~~and out-of-network~~ providers will remain at is \$3,000. Maximum out-of-pocket for out-of-network services will increase to \$6,000. The deductible for Out-of-Network services shall be ~~\$500~~ \$750 per individual/~~\$1,500~~ \$2,250 per family.

D. Pre-certification is required, whether In Network or Out-of-Network, for all hospital admissions, outpatient surgery and diagnostic testing. For out-of-network hospital admissions and outpatient surgery, there will be an additional \$250 dollar co-payment per day (maximum of 3 days); Out-of Network hospital benefits will be capped at the maximum allowable Medicare reimbursement rate or outpatient surgery (Out-of-Network), ~~or \$100 dollars (In-Network)~~ per day (maximum 3 days).

E. Effective January 1, 2008, ~~October 1, 2007~~ the employee's bi-weekly premium shall increase to:

1. Employee only ~~\$55.00~~ \$70.00
2. Employee plus one dependent ~~\$79.00~~ \$94.00
3. Employee plus two or more dependents ~~\$89.00~~ \$104.00

Effective January 1, 2009 ~~2005~~ the employee's bi-weekly premium shall increase to:

1. Employee only ~~\$60.00~~ \$75.00
2. Employee plus one dependent ~~\$84.00~~ \$99.00
3. Employee plus two or more dependents ~~\$94.00~~ \$109.00

~~Effective October 1, 2006 the employee's bi-weekly premium shall increase to:~~

- ~~1. Employee only \$65.00~~
- ~~2. Employee plus one dependent \$89.00~~
- ~~3. Employee plus two or more dependents \$99.00~~

- F. Part-time employees to pay 35% of total self-funded premium charge as established by the City. Accordingly, rates for part-time employees are subject to change.
- G. The insurance year for purpose of deductibles under "B" and "C" above shall be January 1 each year.
- H. Expenses due to a vehicular accident for which the employee and/or his or her covered dependent(s) could have been covered and paid through a statutory required zero deductible Personal Injury Protection (PIP) insurance policy covering a vehicle owned or leased by the participant, and/or his or her covered dependent(s), and for which such insurance was available regardless of whether or not such coverage was actually purchased by the participant, and/or his or her covered dependent(s), and whether or not such insurance was in force at the time of the accident, shall not be payable by the City's Health Insurance Program. This is not intended to preclude from coverage employee A, who is injured in an accident involving employee B's vehicle, when employee B does not comply with this section, unless employee A is a covered dependent under employee B's city insurance.
- I. A Schedule of Benefits for Comprehensive Major Medical Benefits and a summary of Covered Services is attached as an Addendum to this Agreement.

Option 2. HEALTH MAINTENANCE ORGANIZATION (HMO)

The City agrees to contribute up to the following monthly amounts per employee to offset the cost of the alternate Health Maintenance Organization (HMO) Plan, approved by the City.

- A. Current HMO Contributions by the City:
 - 1. Employee only - \$215.79
 - 2. Employee plus one dependent - \$388.99
 - 3. Employee plus two or more dependents - \$562.19
- B. For Part-time Employees, the City agrees to contribute \$57.00 per month to offset the cost of any alternate insurance plan or HMO approved by the City.

Should the actual premium charged by the HMO be greater than the contribution made by the City for either employee only, employee plus one dependent or employee plus two or more dependents, the employee will be responsible for any difference in premium cost.

The City agrees to increase the current monthly, per employee, alternate insurance contribution to the Health Maintenance Organization (HMO), up to 3% 9% effective ~~October~~ January 1, 2004 2008, and 7% 3% effective January 1, 2006 2009, and ~~5% effective January 1, 2007~~, subject to the City's right to negotiate with the alternate insurance provider over any proposed premium increase. The City's obligation to pay up to the premium increase, as set forth above, shall be limited to those premium increases formulated on providing the same level and type of benefits as currently provided, and shall not include any portion of a premium increase attributable to an increase in benefit levels or benefit types, except for benefits required to be provided by law. The City understands that the HMO coverage provided by the City has a limited service area in South Florida. As an alternative to those eligible retirees who reside outside the service area and wish to procure group health coverage through an alternate HMO carrier, the City will provide a contribution that will be no more than what the City contribution would be if the retiree had selected the HMO Option 2. In order to receive this contribution, the retiree will provide proof of purchase of individual single coverage through an alternate HMO carrier.

Section 2. The City will assess the economic feasibility of a Section 125 Premium Only FICA Tax Savings Program, at no administrative expense to the City, and make every effort to implement such a tax savings program.

Section 3. Life Insurance benefit shall be \$10,000.00. Upon reaching age 65 and retirement from the City, the life insurance benefit will be reduced to \$2,000.00.

Section 4. The City will attempt to provide to employees an additional \$35,000 life insurance policy. The cost of such policy to be paid in total by the employee.

Section 5. Any employee, whose spouse is also employed by the City, will be allowed to carry Dependent coverage.

Section 6. An employee participating in Option 1 or Option 2 is eligible to participate in a group dental plan selected by the parties. The total cost of the dental plan shall be paid by the employee.

**PROPOSED DISABILITY BENEFITS AMENDMENT REQUIRING
HALEAH CODE CHANGES**

1. Section 70-249(a). Disability benefits. Paragraph (a) will be amended to reflect that a retiree for a total and permanent disability under section 70-248 for line of duty injuries may elect a service pension as provided in section 70-238 subject to and limited by the following options: Option 1: A service pension limited to and only to a maximum of 75 percent of the average compensation of three years of membership service that represents three individual years of the highest annual salary to which an annuity contribution has been paid to the Retirement System, with insurance benefits for group health insurance as if the employee retired under normal retirement, with the retiree responsible for payment of the full health insurance premium for single dependent and/or family coverage, if the retiree desires such coverage; and Option 2: A service pension limited to and only to a maximum of 66 2/3rd percent of the of the average compensation of three years of membership service that represents three individual years of the highest annual salary to which an annuity contribution has been paid to the Retirement System, with insurance benefits for group health insurance, with the retiree responsible for payment of the active rate for single dependent and/or family coverage, if the retiree desires such coverage. All employees who are hired on or after October 1, 2006 shall pay the active rate for individual health insurance coverage, calculated at the rate of retirement. In any event, at age 65, upon being eligible for and enrolling in Medicare Part A and Part B, the City will pay the full cost of the premium for individual health insurance coverage for the retiree only. The employee election between Option 1 and Option 2 shall be made one time only at the time of retirement and is irrevocable.

Paragraph (a) will also be amended to reflect that a retiree for a total and permanent disability under section 70-248 for line of duty injuries shall be eligible for enhanced disability benefits if the disability is caused by a severe injury in the line of duty, which is the direct result of an external, violent event, occurring at a specific place and time, involving a substantial physical impact to the employee-retiree. The enhanced benefits shall be a service pension limited to and only to a maximum of 75 percent of the average compensation of three years of membership service that represents three individual years of the highest annual salary, with the retiree only responsible for payment of the active rate for health insurance for single dependent and/or family coverage, if the retiree desires such coverage.

This does not apply to employees who have applied for total and permanent disability under section 70-248 on or before January 1, 2008 and later retire with a disability under section 70-248.

2. Section 70-249(b). Paragraph (b) shall be amended to first identify clearly that the benefits contained in this section apply only to disability benefits for employees injured in circumstances not connected with line of duty or non job-related injuries. Disability benefits for injuries not connected with line of duty shall be amended to provide a service pension under section 70-238 but limited to and only to a maximum of 66 2/3rd percent of the of the average compensation of three years of membership service that represents three individual years of the highest annual salary to which an annuity contribution has been paid to the Retirement System, with group health insurance benefits as provided in section 70-249(b). Employees hired on or after October 1, 2006 shall pay the active rate for individual health insurance coverage, calculated at the rate of retirement. In any event, at age 65, upon being eligible for and enrolling in Medicare Part A and Part B, the City will pay the full cost of the premium for individual health insurance coverage for the retiree only.

classified position, and (ii) that such member should be retired; provided, further, that the report of the medical committee is concurred in by the board of trustees and that the member shall be subject to a review of the member's condition by the medical committee at the request of the board of trustees as often as the board shall deem it advisable until the employee reaches the normal retirement requirements of 70 points under this plan.

(Ord. No. 874, § 26, 6-28-1955; Code 1960, § 24-38; Ord. No. 2306, § 1, 1-27-1970; Ord. No. 91-08, § 1, 1-22-1991; Ord. No. 95-28, § 1, 4-11-1995)

Sec. 70-249. Disability benefits.

(a) Upon retirement for total and permanent disability as provided for in section 70-248, whether or not disabled member is eligible for city retirement and whether or not the disabled member has elected the lump sum withdrawal option of his annuity savings.

- (1) *Disability benefits for sworn police officers and firefighters—Option 1 and Option 2.* A retiree for a total and permanent disability under section 70-248 for line of duty injuries may elect a service pension as provided in section 70-238 subject to and limited by the following options:

Option 1: A service pension limited to and only to a maximum of 75 percent of the average compensation of three years of membership service that represents three individual years of the highest annual salary to which an annuity contribution has been paid to the retirement system, with insurance benefits for group health insurance as if the employee retired under normal retirement, with the retiree responsible for payment of the full health insurance premium for single dependent and/or family coverage, if the retiree desires such coverage; and

Option 2: A service pension limited to and only to a maximum of 66²/₃rd percent of the average compensation of three years of membership service that represents three individual years of the highest annual salary to which an annuity contribu-

tion has been paid to the retirement system, with insurance benefits for group health insurance as if the employee retired under normal retirement, with the retiree responsible for payment of the active rate for single dependent and/or family coverage, if the retiree desires such coverage. The employee election between Option 1 and Option 2 shall be made one time only at the time of retirement and is irrevocable. In any event, at age 65, upon being eligible for and enrolling in Medicare Part A and Part B, the city shall pay the full cost of the premium for individual health insurance coverage for the retiree only.

- (2) *Enhanced disability benefits for sworn police officers and firefighters.* A retiree for a total and permanent disability under section 70-248 for line of duty injuries shall be eligible for enhanced disability benefits if the disability is caused by a severe injury in the line of duty, which is the direct result of one specific violent event, involving a substantial physical impact to the employee-retiree. If the employee-retiree contracts Acquired Immune Deficiency Syndrome (AIDS) or Hepatitis-C through the transmission of bodily fluids as a direct result of one specific event occurring in the line of duty, documented at the time of the event, and the employee, at the time of the event exercised universal precautions and complied with the all applicable standard operating procedures and policies of the city, then such employee-retiree is entitled to enhanced benefits provided herein. The enhanced benefits are not available to an employee-retiree who has contracted AIDS or Hepatitis-C through sexual transmission or drug use. The enhanced benefits shall be a service pension limited to and only to a maximum of 75 percent of the average compensation of three years of membership service that represents three individual years of the highest annual salary to which an annuity contribution has been paid to the retirement system, with the retiree only responsible for pay-

ment of the active rate for health insurance for single dependent and/or family coverage, if the retiree desires such coverage.

The provisions of section 70-249(a)(1) and (a)(2) do not apply to firefighters and police officers who have applied for total and permanent disability under section 70-248 on or before January 1, 2007 and later retire with such disability under section 70-248.

(b) Disability benefits not connected with the line of duty for firefighters and sworn police officers shall have a service pension under section 70-238 but limited to and only to a maximum of 66²/₃rd percent of the average compensation of three years of membership service that represents three individual years of the highest annual salary to which an annuity contribution has been paid to the retirement system, with group health insurance benefits as provided in section 70-249(c). Firefighters and sworn police officers hired after October 10, 2006 shall pay the active rate for individual health insurance coverage, calculated at the rate on the date of retirement. In any event, at age 65, upon being eligible for and enrolling in Medicare Part A and Part B, the city shall pay the full cost of the premium for individual health insurance coverage for the retiree only.

(c) The insurance benefits provided to a disabled member pursuant to this subsection shall only accrue to eligible employees injured in circumstances not connected with line of duty of injuries and circumstances that are non job-related with a minimum of ten years of continuous service. The city shall pay 100 percent of the cost of the insurance premium of an eligible disabled member for single coverage. The eligible disabled member shall pay the cost of the insurance premium for double or family coverage; provided, however, the eligible disabled members, as described below, shall receive a credit towards payment of the premium based on the following criteria:

*Total monthly income
from city*

Credit amount

From 0 to and including \$2,000.00	75%
Greater than \$2,000.00 to and including \$3,250.00	50%
Greater than \$3,250.00 to and including \$4,500.00	25%

All rates are subject to periodic adjustments. (Ord. No. 874, § 27, 6-28-1955; Code 1960, § 24-39; Ord. No. 91-08, § 1, 1-22-1991; Ord. No. 95-24, § 1, 3-28-1995; Ord. No. 95-28, § 1, 4-11-1995; Ord. No. 2007-26, § 1, 2-27-2007)

Sec. 70-250. Payments for death incurred either before or after retirement.

(a) If a member dies before retirement, the designated beneficiary, upon written application at the time claim is submitted, shall select one of the following options, provided the member has not reached retirement requirements and elected an option under section 70-243. The option selected under this section shall be irrevocable:

- (1) Five years of pension benefits as provided for in section 70-238.
- (2) Ten years of pension benefits at one-half of the amount as computed under option (1) in subsection (a)(1) of this section.

(b) If a retirant dies, the designated beneficiary, upon written application at the time the claim is submitted, shall receive five years of retirement benefits as provided in section 70-238, reduced by such part as the retired member has used in the member's own retirement at the time of his death, or the designated beneficiary may elect to receive one-half of the monthly benefits to which the member is entitled, for double the applicable period of time, provided the retirant had not elected an option under section 70-243. This option shall be irrevocable.

(c) If the member's designated beneficiary dies, there shall be no further benefits derived from this plan to any survivors of a beneficiary.

PROPOSED HEALTH PREMIUM AMENDMENTS

REQUIRING HIALEAH CODE CHANGES

1. Section 70-240(b) Optional continuance of group insurance coverage by retirees.

Paragraph (b) will be amended to reflect that the retiree who is an employee hired on or after October 1, 2006, shall pay the active rate, calculated by the amount charged to active employees at the time of retirement, for each year of retirement until the retiree reached age 65. At age 65, upon being eligible for and enrolling in Medicare Part A and Part B coverage, the City will pay the full cost of the premium for the retiree only. Upon retirement, all retirees who receive normal retirement benefits and who were hired prior to October 1, 2006, shall have the full cost of the premium for coverage of the retiree only, as an individual, paid by the City.

2. Section 70-240(e) Optional continuance of group insurance coverage by retirees.

Paragraph (e) shall be changed to provide two options for group health insurance. If an employee elects Option 1 pursuant to section 70-249(a), then the employee will pay for the full premium for health insurance for single dependent and/or family coverage if the employee desires such coverage. If an employee elects Option 2 pursuant to section 70-249(a), the employee will pay the active rate for single dependent and/or family coverage if the employee desires such coverage. If an employee is eligible and receives enhanced disability retirements benefits described in section 70-249(a), the employee will pay the active rate for single dependent and/or family coverage if the employee desires such coverage.

The proposed amendments to Chapter 70 shall be the same as the terms and conditions extended to the firefighters and sworn police officers. See attached changes to the Hialeah Code for reference.

Sec. 70-240. Optional continuance of group insurance coverage by retirants.

(a) At the time of retirement, a member may elect to continue coverage for any life or medical group insurance which may be in force for the member at the time of retirement.

(b) The full cost of the premium for coverage of the retiree only, as an individual, shall be paid by the city, except that sworn police officers and firefighters hired after October 10, 2006 shall pay the active rate for individual health insurance coverage, calculated at the rate on the date of retirement, for each year of retirement until the retiree reaches age 65. At age 65, upon being eligible for and enrolling in Medicare Part A and Part B, the city shall pay the full cost of the health insurance premium for the retiree, for the retiree's individual coverage only. Upon retirement, all retirees who receive normal retirement benefits and who were hired prior to October 11, 2006, the city shall continue to pay the full cost of the health insurance premium for the retiree, for the retiree's individual coverage only.

(c) The retiree may include his spouse and/or any other eligible dependents under the medical group insurance coverage to the same extent that the retiree would have been able to include them if the retiree were still an employee of the city, merely, by the payment of the full premium for such spouse and/or other eligible dependents by the retiree.

(d) If the retiree should predecease spouse or should die leaving other eligible dependents surviving the retiree and if the spouse and/or other eligible dependents were covered by the city's group health insurance at the time of the retiree's death, the spouse and/or other eligible dependents may elect to continue coverage for as long as they would have been eligible had the retiree survived, merely by payment of the full premium for such spouse and/or other eligible dependents to the city. This section does not apply to members who have applied for a deferred pension as outlined in section 70-239.

(e) A member who receives an in the line of duty disability retirement shall be entitled to a continuation of dependent coverage at the same

premium as that of an active employee, except as provided for firefighters and sworn police officers. If a firefighter or sworn police officer elects Option 1 pursuant to section 70-249(a), then the firefighter or sworn police officer shall pay the full premium for health insurance for single dependent and/or family coverage if the employee elects such coverage. If the firefighter or sworn police officer elects Option 2 pursuant to section 70-249(a), the firefighter or sworn police officer shall pay the active rate for single dependent and/or family coverage if the employee desires such coverage. If the firefighter or sworn police officer is eligible and receives enhanced disability retirement benefits described in section 70-249(a), the firefighter or sworn police officer shall pay the active rate for single dependent and/or family coverage if the employee desires such coverage. (Code 1960, § 24-33.1; Ord. No. 2398, § 1, 2-9-1971; Ord. No. 82-160, § 2, 11-23-1982; Ord. No. 84-70, § 1, 6-12-1984; Ord. No. 95-28, § 1, 4-11-1995; Ord. No. 2007-26, § 1, 2-27-2007)

Sec. 70-241. Service retirement allowance for members retired prior to January 27, 1970.

Every former member who retired from the city under section 70-236 and/or section 70-237, who is currently receiving monthly retirement allowances, shall have the membership service pension recomputed at a rate of 1.75 percent of the average compensation for the five highest years of membership service for each year of membership service credited to his or her account; the prior service pension shall be recomputed at a rate of 1.75 percent of the average compensation for the five highest years of prior service credited to his or her account. Monthly pensions reflecting the revised amounts shall be paid beginning with checks issued on the first day of the month following the adoption date of the ordinance from which this section derives and shall not be retroactive.

(Code 1960, § 24-33.3; Ord. No. 2818, § 1, 10-23-1973; Ord. No. 95-28, § 1, 4-11-1995)

Sec. 70-242. Periodic increases to pensions.

After a member has been retired for a period of one year, and every year thereafter, the monthly

**PROPOSED AMENDMENTS TO THE
CITY OF HIALEAH SELF-FUNDED GROUP HEALTH PLAN**

- ~~1. Benefits for any surgery for morbid obesity or for the removal of excess fat or skin following weight loss, regardless of medical necessity, or services at the health spa or similar facility will not be covered.~~
- ~~2. The exclusion section of the plan currently excludes major medical expense benefits related to cosmetic surgery. This section will be reworded to state that cosmetic purposes and weight reduction are excluded. And the exclusion section will clarify that the prescription drug benefit specifically excludes drugs used for cosmetic purposes.~~

1. Proposed amendments to the City of Hialeah Self-Funded Group Health Plan mentioned in prior Collective Bargaining Agreements have been incorporated in the Plan.
2. Upon retirement, if a retiree becomes employed and such employer provides group health insurance, then the retiree has the option to obtain such insurance with the new employer. However, should the retiree decide not to obtain health insurance with the new employer, then the City will pay claims as a secondary insurer, as if the retiree has obtained such insurance from the new employer. If a retiree is no longer employed by the new employer, then the City will be the primary insurer of the retiree.

ARTICLE 47
NOTES TO THE PAY PLAN

Section 1.

A. Retroactive to October 1, 2007, a 3% (three percent) across the board increase; and a 3% (three percent) across the board increase on October 1, 2008.

B. MERIT STEP - Salary increments recognizing acceptable service within established ranges are provided for in the pay plan. Employees shall receive a one-step increase in salary, not to exceed the maximum rate on the first day of the first full pay period following completion of probation and thereafter on the anniversary date of Certification (i.e., completion of probation) of the employees to the current classification. All merit step increases shall be subject to review for accuracy by the City.

Merit Step increase shall be awarded on the basis of acceptable service by the employee, as determined by management.

Section 2 - Longevity - Effective April 2, 1989

Civil Service employees shall be given Longevity Pay in accordance with the following schedule:

A. On the anniversary date of their Civil Service employment, upon completion of five (5) years continuous service, have added fifteen dollars (\$15.00) biweekly to their regular pay.

B. On the earliest October 1st, following their fifth (5th) anniversary date of their Civil Service Employment, when a year or a major fraction of a year has passed (i.e., six (6) months), and on each October 1st thereafter, the employee shall be entitled to additional longevity pay on a cumulative basis through their thirtieth (30th) year of continuous employment not to exceed one hundred and fifty dollars (\$150.00) biweekly, in accordance with the following schedule:

5th - 9th year of continuous service - \$3.00 biweekly
10th - 14th year of continuous service - \$4.00 biweekly
15th - 19th year of continuous service - \$4.50 biweekly
20th - 30th year of continuous service - \$5.00 biweekly

Section 3 – Longevity – Employees Hired After December 12, 2000

A.C. Every member hired after ~~ratification of this~~ December 12, 2000 will be eligible for longevity as follows: Upon completion of the nine years continuous service \$15.00 bi-weekly shall be added to their regular pay on the anniversary of their Civil Service employment.

B.D. On the earliest October 1st, following the ninth anniversary date of their Civil Service employment, when a year or a major fraction of a year has passed, and on each October 1st thereafter, the employee shall be entitled to additional longevity pay on a cumulative basis through their 30th year of continuous employment not to exceed \$150.00 in accordance with the following schedule:

10 th - 14 th year of service	\$4.00 bi-weekly
15 th - 19 th year of service	\$4.50 bi-weekly
20 th - 30 th year of service	\$5.00 bi-weekly.

Section 4.

Time Between Merit Steps 13 and 14 – Effective January 1, 2008, the City shall reduce the in-step waiting time between merit steps 13 and 14, from two years to one. A merit step increase from Step 13 to Step 14 shall be awarded on the basis of acceptable service by the employee, as determined by management.

Section 5.

E. **Fifteenth Anniversary Longevity Pay Increase** – Effective January 1, 2008, a longevity increase equivalent to 3% of the full-time employee's base salary will be paid to all full-time bargaining unit members who have completed 15 years or more of full-time Civil Service employment with the City.

ARTICLE 48
PART TIME EMPLOYEES

Section 1. Definition

Part Time employees shall mean those employees working thirty (30) hours or less in positions intended to last in excess of nine months or that actually last in excess of nine (9) months. Part Time employees shall not be entitled to any of the benefits or provisions provided for in this Article until they have been continuously employed by the City for a full year, with the exception of the pay plan attached as Article 47.

Section 2

Part Time employees scheduled less than 22 1/2 hours per week shall receive no benefits other than Article 14, Grievance Procedure and Article 39, Prevailing Benefits.

Section 3.

Part Time employees scheduled to work 22 ½ to 30 hours a week shall be entitled to hospital and medical benefits under Article 38 with the exclusion of Life Insurance and the Alcohol and Drug Provision.

Upon retirement from the City, Part Time employees will be eligible to continue the health insurance coverage. The Part-time employee will be responsible for the full cost of the coverage.

Section 4.

Part Time employees shall be entitled to vacation under the following schedule based upon their weekly hours:

1 - 7 years	1 week
8 - 14 years	2 weeks
15 or more years	3 weeks

(i.e., the calculation of the amount of vacation time to be paid shall be done in the following manner:) Effective January 1, 1991, and annually thereafter, the amount of time that the employee worked during the previous year will be added up and divided by 52 and rounded to the nearest 1/4 hour to determine the amount of vacation time to be paid. Any employee working more than 1,170 hours (up to a maximum of 1,950 hours) will have those hours divided by 52 and awarded that number of hours for each week of vacation time earned. For purposes of

calculating the number of hours worked, vacation hours will be included in the number of hours worked.

Section 5.

Part Time employees working 22 1/2 hours to 30 hours weekly shall not receive any benefits or protections, other than those set forth in Article 14, Grievance Procedure, Article 39, Prevailing Benefits, or as specifically contained in this Article.

Section 6. Overtime

A. No overtime shall be awarded to Part Time employees except that the City is not required to interrupt a particular route, game or function and substitute a Full Time employee for Part Time employee who has commenced the route, game or function during his regular scheduled hours and is required to work over-time to complete same.

B. Part Time employees scheduled to work 22 1/2 to 30 hours per week shall receive overtime at time and one-half for all hours exceeding 30 hours per week. The City agrees it will not reduce regularly scheduled hours to avoid the payment of overtime.

C. The parties agree that the following special functions will not be considered as overtime unless said Part Time employees exceed 37 1/2 hours in a week.

1. Special Olympics
2. July 4th
3. Snow Blast
4. Easter Egg Hunt
5. Hot Shot
6. Haunted House
7. Punt, Pass & Kick
8. Tennis Tournaments
9. Summer Program
10. Any Special Event approved by the Hialeah City Council.

The above mentioned special functions shall be offered to employees in accordance with the provisions of Article 36, Section 5. For purposes of number 9, Summer Program, the opportunity to work the 37 1/2 hour week shall also be offered in accordance with provisions of Article 36, Section 5; however, such roster shall be based upon an annual rotating basis.

D. Employee will have a choice of receiving overtime or compensatory time in accordance with Article 36 upon exceeding 30 hours per week.

Section 7. Part Time Sanitation Collectors

A. Will work a normal scheduled week of 30 hours.

B. Will be on the incentive plan to the same extent and under the same terms of Full Time employees, with the exception of the difference in hours between a Part Time employee (30 hours) and a Full Time employee (37 1/2 hours).

C. The hourly pay of Part Time employees in Solid Waste will be recalculated based on the current 34 hours of pay, and paid over 30 hours without any loss of pay.

Section 8. Lay Offs

All Part Time employees will be laid off before any Full Time Temporary, Provisional, or Civil Service Employees are laid off.

Section 9.

Retroactive to October 1, 2007, Effective October 1, 2004, all part time employees shall receive a \$.25 per hour increase to their hourly rate of pay. Effective October 1, ~~2005~~ 2008, all part time employees shall receive a \$.25 per hour increase to their hourly rate of pay.

Section 10.

Part Time employees performing work on any of the holidays set forth in Article 35, Section 1, with the exception of the employee's birthday, floating holiday or personal sick leave, shall be paid time and one-half of their straight hourly rate for each hour worked.

ARTICLE 54

DROP PLAN

The City shall provide a Deferred Retirement Option Program (DROP). A bargaining unit member has the option to participate in a DROP following completion of 25 years of membership service credit comprising of actual work (without purchase of time) and at least 70 points representing the sum of the member's age and years of service. The maximum duration of the DROP is 36 months and participation will end if the bargaining unit member resigns, dies or is terminated for good cause. Chapter 70 will be amended to establish a DROP under the terms as reflected in proposed ordinance that is attached.

the disability; or if after ten years of service, the disability is other than in the line-of-duty, the firefighter or police officer member's monthly benefit shall be the accrued normal retirement benefit, but shall not be less than 25 percent of the member's average monthly salary at the time of disability.

(Ord. No. 2005-99, § 1, 10-11-2005)

Sec. 70-259. Payments for death incurred either before or after retirement.

(a) If either a firefighter member or police officer member, having at least ten years of credited service, dies prior to retirement, the member's beneficiary is entitled to benefits otherwise payable to the firefighter member or police officer member at early or normal retirement age.

(b) A designated beneficiary of the annuity savings fund, upon written application at the time a claim is submitted, shall select the options as provided in this division and in addition, shall also obtain a refund of 100 percent of the contributions made to the annuity savings fund, less the outstanding balance of any and all retirement loans, plus interest. The beneficiary may immediately pay the balance of any outstanding retirement loans, plus interest, from other funds, but in the event the beneficiary does not pay the loans within 90 days, the board of trustees shall deduct an amount equal to the balance of the outstanding retirement loans, plus interest, from the annuity savings fund prior to the refund.

(Ord. No. 2005-99, § 1, 10-11-2005)

Sec. 70-260. Reserved.

DIVISION 7. DEFERRED RETIREMENT OPTION PROGRAM (DROP) FOR SWORN POLICE OFFICERS AND FIREFIGHTERS

Sec. 70-261. Eligibility.

A member who is a firefighter or a sworn police officer of the city's retirement system who is employed by the city may enter into the deferred retirement option program (DROP), on the first day of any month following completion of 25 years of membership service credit, provided that the sum of the member's age and years of service is 70

points or more. The member must have actually worked for at least 25 years and the member shall not be allowed to buy time in order to be eligible for the DROP. The maximum duration for participation in the DROP shall not exceed 36 months, and participation will end if the employee resigns, dies, or is terminated for good cause prior to completion of the 36 months. Participation in the DROP shall not violate section 70-237(2)(b) of the Hialeah Code.

(Ord. No. 2007-25, § 1, 2-27-2007)

Sec. 70-262. Written election.

A member electing to participate in the DROP must complete and execute the proper forms supplied by the board of trustees. Election in the DROP is irrevocable once DROP payments begin. As a condition of participating in the DROP, the eligible member must agree to terminate city employment at the conclusion of the DROP period, and must submit a letter of resignation to the city, which letter shall be coupled with an interest and shall be irrevocable, prior to entering the DROP.

(Ord. No. 2007-25, § 1, 2-27-2007)

Sec. 70-263. Payments to drop account.

A member's monthly retirement benefits ~~from consisting of the member's basic pension, service pension, and any future periodic cost-of-living increases, which would have been payable had the member elected to cease employment and receive a normal retirement benefit, shall be paid into the member's DROP account.~~

(Ord. No. 2007-25, § 1, 2-27-2007)

consistent with the member's election at time of retirement concerning the amount and form of benefit,

Sec. 70-264. Limitation on future contributions.

A member may participate in the DROP only once, and after commencement in the DROP, such member shall never have the right to be a contributing member of the retirement system again. After commencement of participation, the employee shall be ineligible for disability benefits under sections 70-67 and 70-248. If the member dies while participating in the DROP, a lump sum payment equal to the member's account balance shall be paid to the member's named beneficiary

or, if none, to the member's estate. Any survivor benefits selected by the member shall also be payable.

(Ord. No. 2007-25, § 1, 2-27-2007)

Sec. 70-265. Cessation of contributions by member and city.

Upon the effective date of a member's commencement of participation in the DROP, the member's contributions to the annuity savings fund shall cease and the contributions assumed or paid by the city to the pension reserve fund shall cease.

(Ord. No. 2007-25, § 1, 2-27-2007)

Sec. 70-266. Benefit calculation.

For purposes of calculating a member's service pension, the average final compensation and credited service of a member participating in the DROP shall remain as existed on the effective date of commencement of participation in the DROP.

(Ord. No. 2007-25, § 1, 2-27-2007)

Sec. 70-267. Drop account earnings.

A participant's DROP account shall earn regular interest equal to the interest on contributions credited to the annuity savings fund each year according to section 70-172. Such interest shall be credited to each participant's DROP account annually at the end of the fiscal year.

(Ord. No. 2007-25, § 1, 2-27-2007)

Sec. 70-268. Payout.

Within 30 days following the member's termination of employment or death, the member's entire DROP account shall be distributed to the member (or in the event of the death, to the member's designated beneficiary or estate) in a cash lump sum, unless the member elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the member. Regardless of the option selected by the member, the board of trustees reserves the right to accelerate or defer payments to comply with the Internal Revenue Code. The DROP is intended to comply with the Internal

Revenue Code and the board of trustees shall take no action that would jeopardize the tax qualification of the plan.

(Ord. No. 2007-25, § 1, 2-27-2007)

Sec. 70-269. Administrative rules.

The board of trustees shall make such other rules as necessary to administer the DROP.

(Ord. No. 2007-25, § 1, 2-27-2007)

Secs. 70-270—70-275. Reserved.

ARTICLE V. POLICE OFFICER PENSION FUND*

DIVISION 1. GENERALLY

Sec. 70-276. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Active duty means actual services as a police officer with permanent status in the police department, except for approved leaves of absence as set forth in the definition of the term "service" in this section.

Board means the board of trustees of the police officer pension fund.

Chapter 30807 means and refers only to Laws of Fla. ch. 30807 (1955), as amended.

Fund means the police officer pension fund, as provided for in this article.

Participant means every police officer of the city, as defined in this section, who is eligible to have monies credited to the officer's individual account and to receive benefits therefrom under this article and who shall automatically become a participant.

*Cross reference—Police department, § 2-56 et seq.

State law reference—Municipal Police Officer Pension Fund, F.S. ch. 185.

ARTICLE 56
UNIFORM POLICY

Section 1 - Uniforms

Employees in uniformed areas will be issued uniforms as follows:

Initial distribution – five (four in Solid Waste). Individual uniforms will be replaced upon return of the old uniforms, when the old uniforms warrant replacement, as determined by management.

Section 2 – Safety Shoe Allowance

The City will reimburse in an amount not to exceed \$50.00 each fiscal year to purchase/replace safety shoes for the following employees working in the listed departments:

<u>Water & Sewers</u>
<u>Heavy Equipment Operator</u>
<u>Lift Station Mechanic</u>
<u>Mechanic II</u>
<u>Meter Reader</u>
<u>Senior Meter Reader</u>
<u>Utilityman</u>
<u>Water & Sewers Foreman</u>
<u>Water & Sewers Journeyman Apprentice</u>
<u>Water & Sewers Journeyman</u>
<u>Water & Sewers Supervisor</u>

<u>Construction & Maintenance</u>
<u>A/C Mechanic Assistant</u>
<u>Construction Crew Foreman</u>
<u>Construction Supervisor I</u>
<u>Construction Supervisor II</u>
<u>Electrician</u>
<u>Electrician Apprentice</u>

<u>Electrician Supervisor</u>
<u>Plumber</u>
<u>Plumber Apprentice</u>
<u>Skill Craftsman</u>
<u>Skill Craftsman Apprentice</u>
<u>Small Appliance Apprentice & Air Conditioning Assistant Mechanic</u>
<u>Stockroom Clerk</u>
<u>Truck Driver</u>
<u>Utilityman</u>

<u>Streets & Stormwater</u>
<u>Heavy Equipment Operator</u>
<u>Roadway Construction Supervisor</u>
<u>Spray Technician</u>
<u>Stormwater Utility Technician</u>
<u>Streets Construction Foreman</u>
<u>Streets Engineer</u>
<u>Streets Inspector</u>
<u>Streets Journeyman</u>
<u>Truck Driver</u>
<u>Utilityman</u>

<u>Fleet Maintenance</u>
<u>Automotive Parts Counter Person</u>
<u>Automotive Supervisor I</u>
<u>Equipment Service Worker</u>
<u>Hydraulic Technician</u>
<u>Mechanic I & II</u>
<u>Stockroom Clerk</u>

<u>Tire Repair Person</u>
<u>Truck Driver</u>
<u>Utilityman</u>
<u>Utilityman (P/T)</u>
<u>Welder</u>

<u>Solid Waste</u>
<u>Equipment Operator</u>
<u>Heavy Equipment Operator</u>
<u>Sanitation Collector (P/T)</u>
<u>Sanitation Inspector</u>
<u>Truck Driver</u>
<u>Utilityman/Sanitation Collector</u>

<u>Parks & Recreation</u>
<u>Parks & Recreation Journeyman</u>
<u>Truck Driver</u>
<u>Utilityman</u>
<u>Utilityman (P/T)</u>

The above listed employees are required to purchase and wear appropriate safety shoes according to specific department specifications. To be eligible, employees must have completed their initial probationary period. Reimbursement will be made upon proof of purchase of the proper safety shoes. Replacement of lost, destroyed, or damaged safety shoes within the fiscal year will be at the expense of the employee. A reasonable length of time shall be allowed for the listed employees to acquire the necessary safety shoes. The Department Head shall provide employees with information necessary to ensure that the safety shoes meet the Department's specification.